

Request for Proposal

RFP No. MC-2025-09



ECONOMIC DEVELOPMENT DEPARTMENT LEASING OF OFFICE SPACE

Deadline for Receipt of Proposals: Wednesday, May 28, 2025 by 12:00 p.m. EST

**Proposals are to be submitted electronically via email to
Procurement Services (procurement@middlesex.ca) ONLY.**

**RFP Documents can also be found at
<https://www.middlesex.ca/departments/treasury/procurement>**

Administrator(s) for this Project are:

Procurement Services, County of Middlesex
Email: procurement@middlesex.ca
399 Ridout Street North, London ON, N6A 2P1

**To be added to the RFP mailing list to receive notifications of Addendums
as they are posted please contact procurement@middlesex.ca**

Proposal enquiries are to be submitted only through email to Middlesex County Procurement Services (procurement@middlesex.ca) by: Wednesday May 21, 2025 at 12:00 p.m. EST

1) DEFINITIONS

In this Request for Proposal (“RFP”), in addition to terms defined elsewhere in this RFP, the following terms have the following meanings:

“Bid” or “Bid submission” or Tender” means an offer from any individual, person or entity submitted in response to RFP

“Closing Date and Time” means May 28, 2025 at 12:00 p.m. EST.

“Council” means the Council for the County of Middlesex County.

“County” means the Corporation of the County of Middlesex County.

“Highest Scoring Respondent” means the individual or entity that is scored the highest by staff reviewers in accordance with the Rated Requirement Best Evaluation Criteria set out in section 6(b) of this RFP and receives a Recommendation from staff.

“Mandatory Requirement” has the meaning described in section 3(a) of this RFP.

“Procurement Services Email (procurement@middlesex.ca)” means the email available to Respondents to submit procurement responses to this RFP.

“Proposal” means a submission to the County in response to this RFP.

“Rated Requirement” has the meaning described in section 3(b) of this Request for Proposal.

“Recommendation” means a recommendation by Staff only, which the Council may approve or disapprove.

“Request for Proposal or RFP” means this document, inclusive of all definitions and provisions contained therein.

“Respondent” means the individual or entity responding to this RFP that has submitted a Proposal that is compliant with the terms and conditions of this RFP.

“Submission Form” means the Submission Form attached to this RFP as *Appendix “A”*.

“Substantial Compliance” has the meaning as set out in section 3(c) of this RFP.

“Upset Limit” means the maximum amount payable by the County to the Respondent for the leasing of office space as defined herein.

2) BACKGROUND AND OBJECTIVES OF THIS RFP

2.1 Background

The County of Middlesex (the “**County**”) is an upper tier Municipality, as defined by the Municipal Act, 2002, S.O. 2001 c.25, as amended or replaced (“**Municipal Act**”).

This Request for Proposal (RFP) is an invitation by Middlesex County to prospective landlords to submit a proposal to provide a turn-key leased office space for the County’s Economic Development Department (“**Department**”).

2.2 Leased Premises Requirements

The proposed Leased Premises must be located within Middlesex County with convenient access to the Highway 401/402 corridor. Proponents must be able to deliver the Leased Premises to Middlesex County on a turnkey basis for complete operational occupancy by October 01, 2025.

The proposed Leased Premises must include the following specifications at a minimum:

- Suitable accessible office-use space for up to 10 staff, minimum 1500 square feet in modern condition
- At least one dedicated contained meeting space that could hold at least 10 individuals
- A functioning kitchen space and break room (oven not required)
- Adequate accessible washroom facilities for department staff
- Ample dedicated parking for department staff and visitors
- High speed internet available for the office
- Dedicated reception/lobby area

2.2 Term

The initial Term for the Leased Premises shall be for a period of five (5) years. Respondents shall also propose terms and conditions for the Department to lease beyond this initial period.

3) PROPOSAL CONTENT AND DOCTRINE OF SUBSTANTIAL COMPLIANCE

This RFP includes both mandatory and rated requirements. The County requests Proposals which:

- i. confirm and demonstrate compliance with all of the stated mandatory requirements; and
- ii. respond to each of the stated rated requirements.

a) Mandatory Requirements

Mandatory requirements are expressed in this RFP using terms such as “**must**” or “**shall**” and are followed by the letter **(M)** in section 5 of this RFP.

These mandatory requirements will be understood to constitute imperative requirements of the County with respect to this RFP. Proponents are required to provide a clear response to each mandatory requirement item in their proposals. If a mandatory requirement is not provided in a proposal, that proposal will be considered non-compliant with this RFP and will be unable to be evaluated/scored under the Rated Requirements Best Value Evaluation Criteria (see Evaluation Methodology in section 6 of this RFP) unless the doctrine of substantial compliance (as defined in this RFP) is deemed to apply by the County in its sole and absolute discretion.

If a mandatory requirement is not technically feasible, not in line with industry standards, or contradicts other requirements, the Proponent should state so in writing to procurement@middlesex.ca on or before the Question Submission Deadline such that the concern may reasonably be addressed by the County at its sole and absolute discretion through an Addendum, pursuant to section 9a of this RFP.

b) Rated Requirements

Proposals will be evaluated and scored pursuant to the Evaluation Methodology set out in section 6 of this RFP. The Rated Requirements Best Value Evaluation Criteria rates how strongly and the ease at which the characteristics of the mandatory requirements provided in proposals meet the County’s needs based on a “best overall value”. Rated requirements in this RFP are followed by the letter **(R)** in section 5 of this RFP and will be assessed/scored by the County in accordance with the Rated Requirements Best Value Evaluation Criteria set out in section 6b of this RFP.

Note to Proponents: It is essential that proposals be stated in a clear and concise manner. Failure to provide complete information as requested will be to the Proponent’s disadvantage.

c) Doctrine of Substantial Compliance

While it remains the County’s prerogative in its absolute and sole discretion to exclude any proposal from further evaluation or consideration for having failed to meet a mandatory requirement, the County’s nevertheless reserves the right in its absolute and sole election to determine that a proposal substantively complies with a mandatory requirement. In such a case, substantive compliance means where the solution proposed or the proposal itself:

- i. accomplishes a mandatory requirement using an alternative method than that envisaged by the County; and
- ii. the degree that the proposal is apparently non-compliant with the specified requirement is considered by the County to be minor and not material to the overall procurement intent of this RFP.

4) POTENTIAL CONTRACT

The County reserves the right to accept or reject any and or all Proposals and/or to cancel this RFP in part or its entirety for final cancellation or potential reissue either in advance of or following the receipt of Proposals without providing reasons, should such be determined by the County to be in its best interest in its sole and absolute discretion. Should only one Proposal be received, the County reserves the right to reject it.

The County does not guarantee that any proposal will produce a Recommendation by County Administrative Staff to County Council or any contract for the potential lease will ultimately be approved and endorsed by County Council. A Recommendation is limited and defined in this RFP.

In the event that Council passes a resolution and by-law to enter into a contract with a Respondent, and such approved contract is not endorsed by the applicable Respondent or County within one (1) week, the County reserves the right and ability to either enter into a potential contract with the next highest scoring Respondents in sequential order pursuant to the Evaluation Criteria or to cancel this RFP in its entirety for final cancellation or potential reissue.

In the event that no contract is entered into by County for whatever reason, the Respondent does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless the County for any costs or damages incurred by the Respondent in preparing a proposal or attempting to enter into a contract with the County.

5) MANDATORY AND RATED REQUIREMENTS OF THIS RFP

There are three (3) mandatory (M) requirements for bidding in this RFP, two (2) of which are rated (R) in the scoring criteria set out in section 6b:

a) Leased Premises Proposal (M)(R)

Respondents shall submit a detailed proposal identifying the following at a minimum:

- i. A description of the facility proposed clearly identifying how it meets the Leased Premises Requirements in section 2.2 of this RFP.
- ii. A floor plan drawn to scale of the proposed layout for the Leased Premises.
- iii. A map showing the specific location for the proposed Leased Premises.
- iv. An elevation view or exterior pictures of the proposed building from the street(s) side.
- v. Internal pictures of the proposed space, if available, or a replica of the same.
- vi. A copy of the form of lease the proponent intends to use.
- vii. If applicable, clarification of any costs the County will/may be liable for in addition to the lease payment (property maintenance, waste/recycling collection, taxes, etc.)

b) Submission Form (M)

Respondents must submit with its Proposal, the Submission Form attached to this RFP as Appendix “A”.

c) Pricing Form (M)(R)

Respondents must submit with its Proposal, the Pricing Form attached to this RFP as Appendix “B”.

6) EVALUATION METHODOLOGY**a) Examination for Compliance with Mandatory (M) Requirements**

Proposals will first be examined for compliance with the mandatory requirements of this RFP. If a mandatory requirement is not provided in a Proposal, that Proposal will be considered non-compliant with this RFP and will be unable to be evaluated/scored under the Rated Requirements Best Value Evaluation Criteria (section 6)b) of this RFP) unless the doctrine of substantial compliance (as defined in this RFP) is deemed to apply by the County in its sole and absolute discretion.

b) Rated (R) Requirements Evaluation Criteria

The rated requirements of compliant Proposals will be evaluated under the Rated Requirements Evaluation Criteria provided in the table below. The Rated Requirements Evaluation Criteria rates how strongly and the ease at which the characteristics of the mandatory requirements provided in proposals meet the County’s needs based on a “best overall value” rated formula.

The proposal which includes the lowest cost or any proposal at all will not necessarily be accepted by the County. The basis for determining the Highest Scoring Respondent for potential Recommendation is the proposal that provides the best overall value as determined by the exercise of the Rated Requirements Best Value Evaluation Criteria. A Recommendation is limited, as defined herein.

Evaluation Criteria Stage 1: Evaluation of Submitted Proposals

ITEM	RATED REQUIREMENTS EVALUATION CRITERIA (BEST VALUE)	EVALUATION WEIGHING (POINTS)
1.	Leased Premises Proposal (5a) 30 points	30
TOTAL		30

It is a Respondent’s responsibility to carefully prepare their respective Proposal and ensure that such is submitted in the most favorable terms in order to reflect its best possible potential. Failure to do so could result disqualification if a mandatory requirement is not met or could result in a less than optimal performance under the Rated Evaluation Criteria.

Evaluation Criteria Stage 2: Site Visit of Proposed Premises

Upon completion of Stage 1 evaluation, **only Respondents who received** a score of 20 or greater out of 30 will be considered for Evaluation Criteria Stage 2.

ITEM	RATED REQUIREMENTS EVALUATION CRITERIA	EVALUATION WEIGHING (POINTS)
2.	Site Visit of Proposed Premises *Evaluation Criteria for this stage will be provided upon the Respondent reaching Stage 2. 30 points	30
TOTAL		30

Evaluation Criteria Stage 3: Evaluation of Submitted Proposal Pricing

Upon completion of Stage 2 evaluation, **only Respondents who received** a score of 40 or greater out of 60 combined between Stage 1 and Stage 2 will be considered for Evaluation Criteria Stage 3.

ITEM	RATED REQUIREMENTS EVALUATION CRITERIA	EVALUATION WEIGHING (POINTS)
3.	Proposal Pricing (5d) The formula to be utilized is as follow: $\frac{\text{Lowest Submitted Proposal Price}}{\text{Respondent's Proposed Price}}$ Multiplied by the Evaluation Weighting 40 points	40
TOTAL		40

Evaluation Criteria: Final Score

ITEM	RATED REQUIREMENTS EVALUATION CRITERIA	EVALUATION WEIGHING (POINTS)
1.	Evaluation Criteria Stage 1: Evaluation of Submitted Proposals 30 points	30
2.	Evaluation Criteria Stage 2: Evaluation of Submitted Proposal Pricing 30 points	30
3.	Evaluation Criteria Stage 2: Evaluation of Submitted Proposal Pricing 40 points	40
TOTAL		100

Following evaluation and subject to Article 3 of this RFP, the Committee may recommend that County Council enter into a contract with a Highest Scoring Respondent.

In the event County Council passes a resolution and by-law authorizing the County entry into a contract and the County or Respondent does not endorse a contract substantially within one (1) weeks of the Council resolution, the County may proceed to endorse a contract with the next highest scoring and compliant Bids in sequential order.

7) GENERAL CONDITIONS OF THIS RFP

a) General Conditions

Every Mandatory Requirement and other rights reserved in this RFP by the County, regardless of whether not it is expressed to be a condition, shall be deemed to be a condition to this RFP.

b) Independent Contractor Status/Declaration of Potential Conflicts/Litigation History

The Respondent acknowledges that in providing a Proposal, it does so as an independent contractor and for the sole purpose of potentially providing contractor services to the County as an independent contractor. In the event that it enters into a contract approved by Council, neither the Respondent, any of its personnel or any of its permitted subcontractors would be engaged as an employee or agent of County.

Any potential conflicts of interest in which a Respondent may have with the County or any employee of the County **must** be identified and described in detail in the Proposal of each Respondent.

The Respondent **must** describe in detail any outstanding litigation and any unresolved potential claims involving the County. If there is any such history with the County, it should be described in the Proposal.

c) Deliverables in Any Potential Contract

The Respondent, in submitting a Proposal, hereby acknowledges that in the event it/he/she/it they were to enter into a potential contract with the County approved by Council, the Highest Scoring Respondent(s) would be required to provide the deliverables identified in section 2 in addition to any additional deliverables the Respondent identified within their Proposal.

d) Indemnity, Insurance, Safety and Accessibility Acknowledgements

The County expects contractors to stand behind their work and carry appropriate insurance in its/his/her course of business. The Respondent in submitting a Proposal hereby acknowledges that in the event it/he/she were to enter into a potential contract with the County, it would be required to confirm the occupational health and safety, *AODA*, and insurance requirements as agreed upon within the potential lease agreement.

For a copy of the *AODA*, a Respondent may visit www.e-laws.gov.on.ca and view the Ministry of Community and Social Services' helpful information on www.accessON.ca concerning how to comply with the legislation.

e) Subcontracting and Assignment

The Respondent acknowledges that in any potential contract with the County, no subcontracting or assignment of rights and obligations will be permitted, without the written consent of the County.

8) ADDITIONAL SPECIAL CONDITIONS OF THIS RFP

a) Addenda

The County reserves the right to revise this RFP up to the final date for the deadline for receipt of proposals (May 28, 2025, 12:00 p.m.). Any necessary addenda to this RFP will be posted on the Middlesex County Website (www.middlesex.ca) ONLY. The County at its discretion may or may not change the date for submissions depending on the date and extent of any Addenda.

b) Question Period

In the event any Respondent has clarification question(s) on the requirements for the submission of a proposal pursuant to this RFP, such questions must be submitted through the Procurement Services Email (procurement@middlesex.ca) on or before May 21 2025 at 12:00 p.m. Only answers requesting clarification on the requirements for the submission of a Proposal will be answered.

c) Information Clarification

If determined necessary at the sole discretion of the County, Respondents may be requested to clarify information contained in Proposals by telephone and/or virtual meeting/communication technology.

d) Potential Start Date

In the event Council determines that it wishes to resolve to enter into a contract with a successful Respondent, the Respondent must be able to commence work on the Project immediately upon endorsement of such contract in order to maintain the timeline identified in section 2 of this RFP.

e) Non-Exclusive contract

Any potential contract awarded as a result of this RFP will be non-exclusive. The County may, at its sole discretion, purchase the same or similar services from other sources during the term of the contract.

f) Performance Evaluation

Any contractor working with the County may be subject to a performance evaluation during the course of and/or at the conclusion of any potential contract.

h) Confidentiality/Freedom of Information

The Proponent acknowledges that any and all information relating to the business and affairs of the County which is not a matter of public record is confidential and that in the event Council resolves to enter into a contract with a Respondent, such contract would include a confidentiality clause, requiring the strict protection of such confidentiality by the Proponent.

All documentation submitted to the County by Respondents to this RFP is subject to *MFIPPA*, which is a provincial statute governed by the Province under the auspices of the Privacy Commissioner. The County Clerk has been designed by Council to make privacy determinations in accordance with *MFIPPA*.

All Proposals **shall** be submitted by the Respondent on the understanding that the Proposals shall become the property of the County and may be made public by the County as part of a public Council agenda. Should a Respondent believe that their Proposal contains a trade secret or technical, commercial, financial, or labour relations that could reasonably be expected to prejudice its competitive position, it **must** state the portions of the Proposal that are so affected in his/her/its Proposal. In the event such statement is made in a Proposal, the County will make a reasonable attempt to treat such material as confidential, subject to its limitations under section 239 of the limitations of *County Act* and the provisions of *MFIPPA*, as amended or replaced. In light of the above-noted County limitations, the Respondent does hereby fully release and hold harmless the County, including its respective Mayor/Warden (as applicable), Councillors, officers, directors, employees, agents, contractors, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties,

dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in his/her/its respective Proposal, including proprietary and personal information, in the event the Proposal is considered at a County Council meeting, is required to be disclosed pursuant to the provisions of *MFIPPA*, or is ordered to be disclosed by the Office of the Privacy Commissioner.

i) Lobbying Prohibited

All Respondents, including their subcontractors, contractors, agents, officials and employees will not engage in any form of political or other lobbying whatsoever with respect to this RFP or seek to influence the outcome of this RFP process. This anti-lobbying clause extends to all members of the County, Council and/or local area County Councillors within all Countys within the service area, their respective staff members or their appointees, including members of the County RFP evaluation teams. In the event of any such lobbying, the County will reject the Respondent's submission without further consideration and terminate that Respondent's right to continue in the RFP process. All correspondence or contact by interested parties with the County with respect to this RFP must be directly and only with the representative designated by the County.

It should be duly noted by Respondents that this anti-lobbying clause extends from the release date of this RFP through the date and time when the Highest Scoring Respondent have been named in the event that Highest Scoring Respondent is are named, or when the RFP has been terminated. Any activity contrary to this provision undertaken during this timeframe will result in the Respondent's immediate disqualification from the process.

This clause shall not be construed as prohibiting any activity which is duly authorized as part of the procurement process, including clarification questions/meetings or any public deputations that may be made to staff or Council.

j) Black Out Period

The County prohibits communications with respect to this RFP initiated by a Respondent to any County official, contractor or employee whom is not designated in the RFP document for the period of time from the RFP closing date up to and including the date of consideration by County Council (the "**Black Out Period**").

The Administrator of this RFP, may communicate with the Respondent during the Blackout Period for the purpose of obtaining information or clarification necessary in order to ensure a proper and accurate evaluation of the Proposal.

Any communication during the Black Out Period, initiated by a Respondent must be limited exclusively to Administrator (or his designate). Contact with any other party during the Black Out Period may be grounds for disqualifying the offending Respondent from consideration for any Recommendation, any potential contract and/or any future County solicitations.

This clause shall not be construed as prohibiting any activity which is duly authorized as part of the procurement process, including clarification questions/meetings, or any public deputations that may be made to staff or Council.

k) Joint or Consortium Proposals

Each member of a joint or consortium proposal shall be jointly and severally liable for all obligations under any potential Contract. Joint or consortium Proposals must have one Prime Contact who will be responsible for executing all documentation in response to this RFP on behalf of the joint or consortium proposal team.

A written statement from an officer of the proposed joint proposal or consortium members must also be provided, indicating a willingness to comply with the terms and conditions of this RFP.

l) Terms of Payment (including invoicing)

In the event County Council passes a resolution and by-law to enter into any contract, payment on any potential contract will be made in response to invoices itemized in accordance with the final executed contract, provided: (i) the invoices are based on work/deliverables described in the scope of the Project and are consistent with the timetable of each negotiated deliverable, (ii) the services that are the subject matter of the invoices are completed to the County's satisfaction, and (iii) the Highest Scoring Respondent is not in default of its obligations under the contract.

In its efforts to meet strategic goals in the delivery of its core services to promote efficiencies, sustainability and reduce costs, the County is moving several of its processes to electronic protocols. Electronic invoicing is a payment requirement for the Project. The County will provide the Highest Scoring Respondent with several format options acceptable to the County and any ultimate contract shall require the remittance of invoices accordingly.

m) Inspection of Books, Payrolls, Accounts and Records

The County and/or the Ministry of Labor shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to any potential contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of a Respondent, including, but not limited to those kept by a Respondent, its employees, agents, assigns, successors and subcontractors. Use of subcontractors is subject to the written consent of the County.

Any Respondent shall maintain and preserve all original books and records, together with such supporting or underlying documents and materials, for the duration of the contract and for at least two years following the completion of the contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the County through its employees, agents, representatives, contractors or other designees, during normal business hours at the Highest Scoring Respondent's office or place of business, and the Respondent shall supply certified copies of payrolls and any other records required by the County as and when called for. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Lucan, Ontario, which is convenient for the County.

The above shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the County may have by Federal, Provincial, or County statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

n) Contract Termination

In any potential contract, if the County determines that a Respondent, in the opinion of the County, has failed to satisfactorily perform the services in accordance with the terms and conditions of any contract entered into, the County reserves the right to terminate the contract forthwith by delivering notice of termination to the Respondent. Furthermore, the County at its sole discretion, reserves the right to terminate any potential contract without showing cause, prior to its conclusion, upon giving at least thirty (30) days written notice to a Respondent.

In the case that termination of a contract becomes necessary, the County shall pay all reasonable costs incurred by a Respondent up to the date of termination, less any excess costs incurred by the County in re-procuring and completing the work where the termination is for cause. However, in no event shall the Respondent be paid for any amount that exceeds the price of the agreed fee for the work performed. A Respondent will not be entitled to, or reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

9) SUBMISSION OF PROPOSALS AND TIMELINE OF RFP EVENTS

a) Electronic Access to Proposal Documents, including Addenda

This RFP is posted on the County's website. Proposal documents are administered through the Procurement Services Email (procurement@middlesex.ca) only, from the point of posting of this RFP to the Closing Date and Time. Amendments to this RFP will be sent from the Procurement Services Email (procurement@middlesex.ca) only in the form of Addenda. It is the sole responsibility of each Respondent to check their emails often to review any Addenda. The onus is unequivocally on the Respondents to ensure that they have downloaded all Addenda prior to submission of their Proposals. Bid submissions must be received no later than the Closing Date and Time.

b) Submitting Questions

Questions related to the Proposal Documents are to be submitted through the Procurement Services Email (procurement@middlesex.ca) only.

c) Bid Submissions

Bid Submissions shall ONLY be received by the County through the Procurement Services Email (procurement@middlesex.ca). Hard copy submissions are not permitted.

Respondents are cautioned that the timing of their Proposal submission is based on when the Proposal is RECEIVED by the Procurement Services Email (procurement@middlesex.ca), not when a Proposal is submitted, as Proposal transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that the Respondents submit their Proposals with sufficient time to resolve any issues that may arise.

Respondents should contact Procurement Services at procurement@middlesex.ca, at least twenty four (24) hours prior to the Closing Date and Time, if they encounter any problems.

Procurement Services will send a confirmation email to the Respondent advising that their Proposal was submitted successfully. If you do not receive a confirmation email, contact Procurement Services at procurement@middlesex.ca.

Respondents may edit or withdraw their Proposal submission prior to the Closing Date and Time. However, the Respondent is solely responsible to ensure the re-submitted Proposal is received by the Procurement Services Email (procurement@middlesex.ca) no later than the Closing Date and Time.

If a Respondent has submitted a Proposal prior to the Closing Date and Time and an Addenda has been issued, the Respondent is solely responsible to make any adjustments to their Proposal required as a result of the Addenda and ensure that the re-submitted Proposal is RECEIVED by the Procurement Services Email (procurement@middlesex.ca) no later than the Closing Date and Time.

Late Proposals are not permitted by the Procurement Services Email (procurement@middlesex.ca).

d) Timeline of RFP Events

Event	Date
Posting of RFP	April 24, 2025
Final date for submission of clarification questions (by 12:00 p.m.)	May 21, 2025
Deadline for receipt of proposals (by 12:00 p.m.)	May 28, 2025

Please Note: the dates referenced above are an approximation only and are subject to reasonable change by the County.

APPENDIX "A"

SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the Proponent's Contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between Middlesex County and the proponent unless and until Middlesex County and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work. The pricing is binding on the proponent for a period of 90 days.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by Middlesex County (posted on www.middlesex.ca) prior to the Deadline for Issuing Addenda.

6. Communication with Competitors

For the purposes of this RFP, the word "competitor" includes any individual or organization, other than the proponent, whether or not related to or affiliated with the proponent, who could potentially submit a response to this RFP.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the proponent declares that:

- 1) It has prepared its proposal independently from, and without consultation, communication, agreement or arrangement with any competitor, including, but not limited to, consultation, communication, agreement or arrangement regarding:
 - i. Prices;
 - ii. Methods, factors or formulas used to calculate prices;
 - iii. The quality, quantity, specifications or delivery particulars of the Deliverables;
 - iv. The intention or decision to submit, or not to submit, a proposal; or
 - v. The submission of a proposal which does not meet the mandatory technical requirements or specifications of the RFP; and
- 2) It has not disclosed details of its proposal to any competitor, and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

7. Disclosure of Communications with Competitors

If the proponent has communicated or intends to communicate with one or more competitors about this RFP or its proposal, the proponent **MUST** disclose the names of those competitors and the nature of, and reasons for, such communications.

8. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

9. Conflict of Interest

The proponent must declare all potential Conflicts of Interest. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of Middlesex County within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

10. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by Middlesex County to the advisers retained by Middlesex County to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

NAME OF RESPONDENT

Date: _____, 2025

Address for Service:
Attn:
Address

Per: _____

Per: _____

We have authority to bind the Corporation

Appendix “B”

PRICING FORM

1. Instructions on How to Complete Submission Pricing Form

Pricing shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

- 1) Unless otherwise indicated in the requested prices quoted by the proponent must be all inclusive and must include any fees or other charges required by law.
- 2) The pricing submission shall state the proponent’s total rent for the lease term for the provision of the Leased Premises in compliance with the Deliverables set out in the RFP. An allowance for normal commercial leasing practice of annual true-up to the actual cost incurred by the Landlord to both operating costs and property taxes and shall only be adjusted per Middlesex County’s proportionate share. If there is a reasonable change in the operating costs and property taxes the monthly amount shall be adjusted to the new rate once per year.
- 3) The rates quoted for operating costs and real property tax are based on previous year actuals and must be based on a rate/usable square foot. Middlesex County may request supporting documentation regarding operating costs and taxes. Should these be requested the proponent must provide the documents within two (2) business days.
- 4) The gross rental rate shall be firm for year one (1).
- 5) If the proposed Leased Premises is a new build, the property taxes must include the estimated built out cost that is the land and building tax. Operating costs must be based on existing similar buildings of a similar size and operation.
- 6) Should a rent-free period be offered to Middlesex County, it will be taken at the front end of the lease, effective the commencement date, unless the proponent specifically states another time frame, in writing.

2. Pricing Form

a) Square Footage, Building Details and Gross Rental Space (excluding HST)

Description	Sq. Footage	Rate per sq. ft.	Total Cost Annually	Total Cost Initial 5-Year Term
Useable Space				
Operating Cost*				
Total Gross Rental				

***Subject to standard commercial leasing practice of annual adjustments.**

Middlesex County may request supporting documentation regarding operating costs and taxes. If requested the Proponent must provide the documents with two (2) business days.

b) Rentable Area (Not Evaluated in Pricing Submission)

To calculate operating costs, proponents must provide the corresponding rentable area of the Leased Premises offered and building.

Middlesex County's proportionate share of operating costs shall be equal to the product obtained by multiplying the amount of operating costs by a fraction, the numerator of which is the rentable area of the proposed Leased Premises (square feet) and the denominator of which is the total rentable area in the building (square feet).

c) Rent-Free Option

A rent-free period is optional; Proponents are under no obligation to provide one.

For evaluation purposes, if a rent-free period is offered, evaluators will accordingly recalculate the gross rental rate submitted above in 2a to ensure the pricing score accurately reflects the true total cost proposed.

Is a rent-free period being offered? YES NO

If yes, indicate how many months: _____